



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Kofu Park Community Building Energy Efficiency Project to K-4 Construction of Elk Grove (\$29,605), rejecting the bid of D.M. Alegre Construction, Inc., and Appropriating Funds (\$34,000)

MEETING DATE: October 6, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Kofu Park Community Building Energy Efficiency Project to K-4 Construction, of Elk Grove, in the amount of \$29,605, rejecting the bid of D.M. Alegre Construction, Inc., and appropriating funds in the amount of \$34,000.

BACKGROUND INFORMATION: This project will provide upgrades to the Kofu Park Community Building to make it more energy efficient. Work will include the installation of a high-efficiency HVAC unit, dual-pane windows, attic insulation, weather stripping, T-Bar ceiling system and Energy Star T-8 fluorescent lighting.

On June 3, 2009, City Council approved the Lodi Energy Efficiency and Conservation Block Grant Fund projects. This Kofu Park project was included in the approved list. Plans and specifications were prepared and bids were solicited. Additional conditions on the building permit caused an increase in the cost of the project. The HVAC unit was increased from a 2-ton unit to a 4-ton unit, the location of the insulation was moved from the false ceiling to the rafters and the appliances in the kitchenette area were upgraded to meet Americans with Disabilities Act requirements.

D.M. Alegre Construction, Inc. of Tracy was the apparent low bidder at the time of the bid opening. However, a review of its bid proposal revealed that an error was made in completing the form and an incorrect number was used. D.M. Alegre Construction informed the City of this error and withdrew its bid. The second **low** bidder, K-4 Construction, has provided the City with a reasonable cost proposal. Staffs recommendation is for Council to reject the bid from D.M. Alegre Construction and award a contract to K-4 Construction of Elk Grove.

Staff is requesting an appropriation of \$34,000 to cover the cost of the project plus contingencies and to pay for Stockton Blue printing costs and Lodi News-Sentinel advertising costs.

Plans and specifications for this project were approved on April 7, 2010. The City received the following six bids for this project on September 15, 2010.

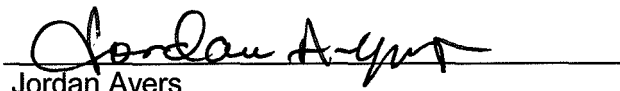
APPROVED: _____


Konradt Bartlam, Interim City Manager

Bidder	Location	Bid
Engineer's Estimate		\$ 22,857.50
D.M. Alegre Construction	Tracy	\$ 25,077.00
K-4 Construction	Elk Grove	\$ 29,605.00
Brad Poser Construction	Lodi	\$ 33,108.00
Diede Construction	Woodbridge	\$ 33,132.21
Callison Construction	Elk Grove	\$ 50,820.00
Mo/Jas Construction	Stockton	\$ 57,066.00

FISCAL IMPACT: Completion of this project will provide for a more energy-efficient building. The City should see a decrease in both the maintenance and the electric usage costs at this facility.

FUNDING AVAILABLE: Energy Efficiency Conservation Block Grant Fund (1211722): \$20,000
Public Benefits Fund (164605.8098): \$14,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Wesley K Fujitani, Senior Civil Engineer

FWS/WKF/pjt

cc: City Attorney
Parks Superintendent
EUD Manager, Customer Services and Programs
Management Analyst Areida-Yadav

**KOFU PARK COMMUNITY BUILDING
ENERGY EFFICIENCY PROJECT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and _____, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete the removal and disposal of the existing baseboard heating units, single-pane windows, kitchenette items, and fluorescent lighting. New work shall include the installation of high-efficiency HVAC unit, dual-pane windows, attic insulation, weather-stripping, T-Bar ceiling system and Energy Star T-8 fluorescent lighting, and other incidental and related work, all as shown on the plans and specifications for "Kofu Park Community Building Energy Efficiency Project".

CONTRACT ITEMS

ITEM NO	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing of (E) Community Building	is	1	_____	\$_____
2.	Furnish and Install New Suspended T-Bar Ceiling System	SF	515	\$_____	\$_____
3.	Furnish and Install New 2-Ton SPLIT HVAC System and Electrical	LS	1	\$_____	\$_____
4.	Furnish and Install New, Vinyl Retrofit Dual-Pane, Low E, Tempered Glass Windows	EA	2	\$_____	\$_____
5.	Furnish and Install R-38 Batt Insulation	SF	443	\$_____	_____

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
6.	Furnish and Install Weather-Stripping, Door Shoe and Threshold	LS	1	\$_____	\$_____
7.	Furnish and Install T-8 Suspended Ceiling Lay-In Troffer Lights	EA	9	\$_____	\$_____
8.	Furnish and Install Occupancy Sensor Wall Switches	EA	3	\$_____	\$_____
9.	Furnish and Install New Electrical Conduit and Conductor	LS	1	_____	\$_____
10.	Furnish and Install (2) Dormer Vents and (2) Eave Vents	LS	1	\$_____	\$_____
11.	Furnish and Install Kitchenette Custom Cabinet, Sink, Faucet and Refrigerator	LS	1	\$_____	_____
TOTAL					\$_____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 30 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
Interim City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2010-166

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING THE BID OF
D.M. ALEGRE CONSTRUCTION, INC., AND AWARDING THE CONTRACT
FOR KOFU PARK COMMUNITY BUILDING ENERGY EFFICIENCY PROJECT
TO K-4 CONSTRUCTION AND FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 15, 2010, at 11:00 a.m. for the Kofu Park Community Building Energy Efficiency Project, described in the specifications therefore approved by the City Council on October 6, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
D.M. Alegre Construction	\$25,077.00
K-4 Construction	\$29,605.00
Brad Poser Construction	\$ 33,108.00
Diede Construction	\$ 33,132.21
Callison Construction	\$50,820.00
Mo/Jas Construction	\$57,066.00

WHEREAS, D.M. Alegre Construction, Inc., of Tracy, was the apparent low bidder at the time of the bid opening, but it has withdrawn its bid due to an error in filling out its bid proposal; and

WHEREAS, staff recommends awarding the contract for the Kofu Park Community Building Energy Efficiency Project to the second low bidder, K-4 Construction, of Elk Grove, California, in the amount of \$29,605.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Lodi City Council does hereby reject the bid from D.M. Alegre Construction, Inc., of Tracy, in the amount of \$25,077; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for the Kofu Park Community Building Energy Efficiency Project to K-4 Construction, of Elk Grove, California, in the amount of \$29,605; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby appropriate funds for this project as follows:

\$20,000	Energy Efficiency Conservation Block Grant
\$14,000	Public Benefits fund.

Dated: October 6, 2010


I hereby certify that Resolution No. 2010-166 was passed and adopted by the Lodi City Council in a regular meeting held October 6, 2010, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

**KOFU PARK COMMUNITY BUILDING
ENERGY EFFICIENCY PROJECT**

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ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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3.	Furnish and Install New 2-Ton SPLIT HVAC System and Electrical	LS	1	\$ 11,200.00	\$ 11,200.00
4.	Furnish and Install New, Vinyl Retrofit Dual-Pane, Low E, Tempered Glass Windows	EA	2	\$2,100.00	\$4,200.00
5.	Furnish and Install R-19 Batt Insulation	LS	1	\$ 900.00	\$900.00
6.	Furnish and Install Weather-Stripping, Door Shoe and Threshold	LS	1	\$400.00	\$400.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
7.	Furnish and Install T-8 Suspended Ceiling Lay-In Troffer Lights	EA	9	\$250.00	\$2,250.00
8.	Furnish and Install Occupancy Sensor Wall Switches	EA	3	\$110.00	\$330.00
9.	Furnish and Install New Electrical Conduit and Conductor	LS	1	\$525.00	\$525.00
10.	Furnish and Install (2) Dormer Vents and (2) Eave Vents	LS	1	N/A	N/A
11.	Furnish and Install Kitchenette Custom Cabinet, Sink, Faucet and Refrigerator	LS	1	\$ 5,500.00	\$5,500.00
				TOTAL	\$29,605.00

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CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
Interim City Manager

By: _____ Date: _____

Title

Attest: _____

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney
